

LECOMTE, EMANUELSON and DOYLE

ATTORNEYS AT LAW

BATTERYMARCH PARK II

ONE PINE HILL DRIVE, SUITE 105

QUINCY, MASSACHUSETTS 02169

(617) 328-1900

FACSIMILE (617) 328-2030

www.lecomtelaw.com

Matthew W. Perkins
Admitted in MA and RI

mperkins@lecomtelaw.com

Extension 204

155 SOUTH MAIN STREET
PROVIDENCE, RHODE ISLAND 02903
(401) 454-3111

PLEASE RESPOND TO
QUINCY OFFICE

November 9, 2021

BY HAND

TOWN OF ROCKLAND
Zoning Board of Appeals
242 Union Street
Rockland, MA

Attn: Debra Shettlesworth

RE: Special Permit Stevie G's Restaurant LLC
372 Market Street

Dear Ms. Shettlesworth:

Enclosed please:

1. 13 Applications for a Public Hearing (application/prior permit/applicant's resume, tips certification, lease, parking letter from OSJL and building plan)
2. 13 copies of the certified abutters list;
3. Pre-stamped, plain white envelopes addressed to abutters and planning boards;
4. Pre-stamped certified mail/rrr envelopes to the applicant and owner; and,
5. A check for your filing fee.

Please do not hesitate to contact the undersigned if you required any further information.

Very truly yours,

Matthew W. Perkins

MWP/km
Enclosures

TOWN OF ROCKLAND
ZONING BOARD OF APPEALS
APPLICATION FOR A PUBLIC HEARING

SECTION 1:

A. I/We hereby apply for a public hearing before the Zoning Board for the following:
(Check all that are applicable)

- ☐ Application for Dimensional Variance
- ☐ Application for a Use Variance
- ☐ Application for a Section 6 Finding
- ☒ Special Permit for Use permissible by Special Permit
- ☐ Appeal from a Decision of the Zoning Enforcement Officer
- ☐ Comprehensive Permit (Chapter 40B)

SECTION 2:

B. Answer all of the following questions that pertain to your application:

1. Address of the property in question: 372 Market Street
2. Name(s) of Owner(s) of Property: OSJ of Rockland MA LLC
3. Owner's Address: 375 Commerce Park Rd., N. Kingstown, RI 02852
4. Name of Applicant(s): Stevie G's Restaurant LLC
5. Address of Applicant: 61 Lewis Park
Rockland, MA 02370
6. Applicant's Phone: Home: _____ Work: _____
Cell: 781-799-5973 Fax: _____
E-Mail: ajloconsolo@gmail.com
7. State the Assessor's Map # 46 and Lot # 150 of the property.
8. State the Zoning District in which the property is located: Business II
9. Explain in-depth what you are proposing to do: The applicant is purchasing Butterfield's Restaurant Inc., which currently has a beer and wine license. The applicant wishes to provide beer, wine and mixed drinks to dine-in customers as well as a small (8-10 seats) bar area. The applicant will not have a full bar but will be offering brunch style cocktails and beer. The applicant anticipates offering dinner service in the future.

10. Describe in detail any existing variance(s) or special permit(s) pertaining to this property. Copy/copies must be obtained at the Town Clerk's Office and must be attached to this application:

There is an existing Special Permit allowing for the sale of beer and wine, a copy of which is attached hereto.

11. List all applicable sections of the Zoning Bylaw that pertains to this application:

Article IV - Permitted Uses, sec. A(3) and C (2)

Article XI - Special Permits

12. If you are applying for a dimensional variance, state in detail any specific condition that effects the shape, soil, topography or structures on your lot that specifically effects your lot and does not effect the zoning district as a whole, and why these conditions cause a hardship to the land that warrants the granting of a variance (use a separate piece of paper if necessary) N/A

13. If this is an application for a special permit, describe in detail the permit you are seeking and provide the Board with specific information as to how the proposed use will meet the Performance Standards of the Zoning By-Laws of Rockland:

See Response 9.

The applicant will abide by all applicable alcohol laws and regulations.

14. If this is an appeal from a decision of the Zoning Enforcement Officer, state in detail the grounds upon which you claim that the Zoning Enforcement Officer/ Building Inspector's decision was in error. N/A

Signed: John D. Conforti
OSJ of Rockland MA LLC
By: John D. Conforti, Manager

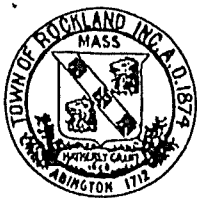
Owner(s) of Record
All owners must sign

Signed: Stevie G
Stevie G's Restaurant LLC

Applicant(s) If Different from owner
All applicants must sign

Signed: Matthew W. Perkins
Signature of Attorney (if any) Matthew W. Perkins, Esq.

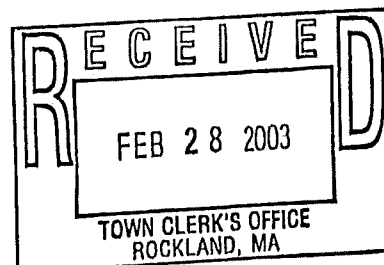
Date: 11/10/11



ROCKLAND ZONING BOARD OF APPEALS

242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370

(781) 871-1874
(781) 871-0386 fax



A hearing was held on February 26, 2003 in the H. Bernard Monahan Memorial Hearing Room, Town Hall, 242 Union Street, Rockland on the petition of **BARBARA DANNER** for Butterfield's Restaurant, Inc., for a special permit for a use subject to approval of the Board of Appeals to allow: **the obtaining of a wine and beer license at the 372 Market Street eating establishment.**

ATTENDANCE: Chairman Robert Manzella, Anton Materna, Stanley Cleaves, Peter McDermott, Rita Howes and Associate Members, Barry Ashton and Gregory Tansey. James Hannigan was absent.

Also present was Town Counsel June S. Riddle.

MEMBERS VOTING: Robert Manzella, Anton Materna, Stanley Cleaves, Peter McDermott and Rita Howes.

DISCUSSION: Attorney Robert Looney came before the Board representing the Petitioner and made a presentation of what the Petitioner is seeking. Attorney Looney stated that the Danner's have owned and operated this restaurant for over 22 years and the Petitioner is seeking permission to serve beer and wine with food.. The Petitioner also wishes that there be two Co-Managers on record for the liquor license. Attorney Looney showed the Board members a floor plan of the restaurant and where the beer and wine would be stored and locked when not being sold. Attorney Looney stated that the alcohol would be locked and only three people would have a

key for the coolers. The Board heard testimony that there would be no renovation to the restaurant, the alcohol would be served with table service and that there would not be a bar for just beer and wine. The Petitioner testified that there is a small countertop area with seating where food can be served as well as booths and tables. The Board heard testimony from the Petitioner that they would apply for TIPS training for all employees and managers who would be serving the wine and malt. The Petitioner testified that the hours of operation are Monday through Wednesday 7:00 A.M. to 8:00 P.M.; Thursday through Saturday 7:00 A.M. to 9:00 P.M.; and Sunday 7:00 A.M. to 6:00 P.M. The Board heard testimony from Attorney Looney that the Co-Managers would be Deborah Scriven and Lynae Fader of the Liquor license. The Board found that the restaurant serves breakfast, lunch and dinner during the week and that liquor would not be served before hours allowed by the Board of Selectmen who are the licensing authority. The Board heard testimony from the Petitioner that they are seeking the following hours for the sale of wine and malt: Monday through Wednesday 11:00 A.M. to 8:00 P.M.; Thursday through Saturday 11:00 A.M. to 9:00 P.M.; and Sunday hours would be 12:00 noon to 6:00 P.M. The Board heard testimony from the Petitioner that the wine and malt would not be delivered before 7:00 A.M.

DECISION: The Board voted to grant the Special Permit with the following conditions:

- 1). Deborah Scriven and Lynae Fader would be the Co-Manager's of the Liquor License.
- 2). The Petitioner must come back to the ZBA if there is a Change in Ownership or Manager, any change in use or to extend the hours of operation.

- 3). Hours of operation shall be:
Monday through Wednesday:
7:00 A.M. to 8:00 P.M.
(Liquor hours: 11:00 A.M. to 8:00 P.M.)
Thursday through Saturday:
7:00 A.M. to 9:00 P.M.
(Liquor hours: 11:00 A.M. to 9:00 P.M.)
Sunday:
7:00 A.M. to 6:00 P.M.
(Liquor hours: 12:00 Noon to 6:00 P.M.)
- 4). Employees must be TIPS certified as well as the Co-Managers.
- 5). The name on the Liquor License will be Butterfield's Restaurant, Inc.
- 6). The ZBA will review this Special Permit in one year.
- 7). Liquor license hours will be designated by the Board of Selectmen who are the licensing authority for Alcohol licenses.
- 8). Coolers are to be locked when liquor is not being sold and must meet any requirements of the license issued by the Rockland Board of Selectmen.
- 9). Alcohol shall be served with meals.

VOTE ON DECISION: Ms. Howes made a motion to grant the Special Permit with conditions listed above. Mr. Materna seconded the motion. The vote of the Board was 4-1 (Mr. McDermott opposed).

REASON FOR DECISION: Upon motion duly made and second, the Board found that the Petitioner is seeking a Special Permit for permission to apply to the Board of Selectmen for a Wine and Malt Liquor License to be at the premises known as Butterfield's Restaurant. The Board found that the hours of operation will be as listed in the conditions

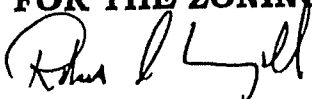
stated above. Liquor hours are to be determined by the Board of Selectmen and the ABCC. The Petitioner needs a Special Permit because there will be Alcohol served with food in a B-2 zone. The Board found that the Manager would be on site for the restaurant during the hours of operation. The Board found that by granting the Special Permit with listed conditions contained herein, it would not be a derogation from the intent of the Zoning By-Law.

THIS DECISION, ALONG WITH THE CERTIFICATION FROM THE TOWN CLERK THAT NO APPEAL HAS BEEN FILED, MUST BE RECORDED WITH THE PLYMOUTH COUNTY REGISTRY OF DEEDS PRIOR TO OBTAINING A LIQUOR LICENSE AND PROOF OF RECORDING MUST BE FILED WITH THE BOARD OF SELECTMEN.

NOTE:

- This decision may be appealed to the District Court, Housing Court, Land Court or Superior Court pursuant to Chapter 40A, Section 17. Said appeal must be filed within twenty (20) days after this decision is filed with the Town Clerk.
- Chapter 40A, Section II, states that in part, that no variance or Special Permit shall take effect until the Town Clerk certifies that twenty (20) days have elapsed and no appeal has been filed.
- This Board certifies that copies of this decision have been filed with the Planning Board as well as with the Town Clerk.

FOR THE ZONING BOARD OF APPEALS



Robert A. Manzella
Chairman

Andrew Loconsolo

61 Lewis Park, Rockland, MA 02370

Cell Phone: 781.799.5973, ajloconsolo@gmail.com.

Experience

Sous Chef - Black Rock Country Club. Hingham, MA - 2013 to Present

Assist Executive Chef in overseeing all restaurant and banquet operations at a private 300 member county club. Lead banquet chef, responsible for wedding tastings, writing prep lists based on banquet event orders, and preparing food for events attended by up to 600 guests. Help orchestrate and facilitate a solid working relationship between front and back of the house. Develop menu and create specials along with Executive Chef and other sous chefs. Directly responsible for placing weekly orders through two largest food purveyors. Experienced in the latest culinary trends including sous vide and molecular gastronomy.

Executive Chef – Yaz’s Table. Abington, MA – April 2019 – May 2020

Plan and direct food preparation and culinary activities. Modify menus or create new ones that meet quality standards. Estimate food requirements and food/labor costs. Supervise and manage kitchen staff. Arrange for equipment purchases and repairs. Recruit and hire new staff. Rectify arising problems or complaints. Give prepared plates the “final touch”. Perform administrative duties. Comply with nutrition and sanitation regulations and safety standards. Keep time and payroll records. Maintain a positive and professional approach with coworkers and customers

Lead Line Cook - Connie’s Restaurant. Hanson, MA - 2005 to 2014

Performed all line duties for breakfast, lunch, and dinner at a busy restaurant specializing in breakfast and American cuisine. Responsible for opening and closing procedures, training new staff, and overseeing line cooks and dishwashers. Created daily specials using local, fresh ingredients and seafood. Maintained daily and weekly inventory and placed orders based on business needs.

Ground Operations - Jet Blue Airlines. Boston, MA - 2011 to 2014

As a ramp agent, coordinated the servicing of arriving and departing aircraft at Logan International Airport. Loaded and unloaded passenger luggage. Assist customers needing assistance during the boarding process. Operated ground service equipment which includes motor vehicles, tugs, and elevated de-icing equipment. Helped prepare cabin for customer boarding and departure by cleaning seats, seat pockets, floor, galleys, and lavatories. Ensured and maintained a safe environment and operation.

Line Cook - Perkins Restaurant. Orlando, FL - 2007 to 2008

Performed all line duties at a breakfast, lunch, and dinner diner style restaurant.

Skills

- Serve Safe Certified • CPR Certified

Education

Bridgewater State University, Bridgewater, MA Associate, Aviation

Delta Connection Academy, Sanford, FL Certificate, Aviation

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.1

For coursework completed on September 12, 2021
provided by Health Communications, Inc.

is hereby granted to:

Andrew Loconsolo

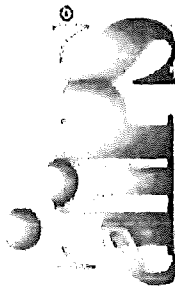
Certification to be sent to:

**61 Lewis Park
Rockland MA, 02370-2705 USA**

HEALTH

INC.

For a complete list of providers, visit www.healthcommunications.com. It is the responsibility of the provider to ensure that the information is accurate and that the information is up to date.



LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of the 15th day of October, 2021, by and between OSJ OF ROCKLAND MA, LLC, a Massachusetts limited liability company having an address of 375 Commerce Park Road, North Kingstown, Rhode Island 02852 (herein referred to as "Landlord") and STEVIE G'S RESTAURANT, LLC D/B/A STEVIE G'S RESTAURANT, a Massachusetts limited liability company having an address of 61 Lewis Park, Rockland, Massachusetts 02050 (herein referred to as "Tenant").

1. LEASED PREMISES

1.1 For and in consideration of the Fixed Minimum Rent and Additional Rent prescribed herein and of the faithful performance by Tenant of the other terms, covenants, agreements and conditions herein contained on the part of Tenant to be kept and performed, Landlord leases to Tenant, and Tenant accepts from Landlord, those certain premises in the Shopping Center located at 372 Market Street, Rockland, Massachusetts and identified on the plan attached hereto as Exhibit A and incorporated herein by reference and consisting of approximately 3,000 square feet of space (the "Leased Premises"). The Shopping Center is also shown on the site plan attached hereto as Exhibit A. The term "Shopping Center" shall include the building in which the Leased Premises are situated, the land and all improvements built on the land including the parking area, sidewalk area, driveway area and landscaped area. Tenant hereby acknowledges, agrees and accepts the calculation of square footage for the Leased Premises set forth above.

1.2 Landlord, in its sole discretion, may increase, decrease or change the number dimensions of, and the locations of, the walks, buildings, parking areas and common areas in any manner Landlord shall deem proper, and Landlord reserves the right to make alterations to or to add buildings and improvements elsewhere on the parcel of land without any diminution in Fixed Minimum Rent. Tenant agrees that Landlord shall have the right to place in the Leased Premises utility lines, pipes, equipment and the like, to service the Leased Premises or the Shopping Center, and to replace, maintain and/or repair such utility lines, pipes, equipment and the like, in, over and upon the Leased Premises if Landlord so elects and without hereby assuming any obligation to so replace, maintain and/or repair, except to the extent otherwise set forth herein. Landlord shall use reasonable efforts to ensure that the performance of any such work or repairs or alterations shall not unreasonably substantially or materially interfere with Tenant's use of the Leased Premises for Tenant's business purposes.

1.3 Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use in common with others lawfully entitled thereto, subject to reasonable rules from time to time made by Landlord of which Tenant is given notice, the following, as the same shall exist or be modified or reconstituted by Landlord from time to time: the common exits, entrances, driveways, ramps, loading docks, walkways, parking areas of the Shopping Center, and all other facilities furnished by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers, (the "Common Areas"), and no other appurtenant rights or easements.

The Common Areas shall, at all times, be subject to the exclusive control, and management of Landlord. Landlord shall not have any duty to police the traffic in the parking areas. Tenant shall not sell or display merchandise on, or otherwise obstruct, the Common Areas.

2. TERM AND DELIVERY

2.1 The term of this Lease shall be for a period commencing on the date of execution of this Lease by both parties (the "Commencement Date") and shall end on the date which is ten (10) years from the Rent Commencement Date (as hereinafter defined) (the "Termination Date"), unless sooner terminated or extended as provided in this Lease (the "Initial Term"). Landlord shall deliver the Leased Premises to Tenant on the Delivery Date in "as is" condition. The term Delivery Date, as used herein, shall mean the date that Landlord delivers the keys to the Leased Premises to Tenant. Landlord has made no warranty of fitness concerning the suitability of the Leased Premises for Tenant's business. For the purposes hereof, substantially complete shall mean certification by Landlord that Landlord's Work is substantially complete, except for punch list items that will not delay Tenant's ability to complete its work.

Notwithstanding the foregoing, this Lease, and all of Landlord's and Tenants' obligations hereunder, are subject to the following contingencies: (a) the full execution of the Lease Termination Agreement by and between Landlord and Butterfield's Restaurant, Inc.(the "Butterfield's Termination Agreement") and satisfaction of all contingencies set forth therein; and (b) Tenant obtaining its approval for SBA financing, the terms of which shall be satisfactory to Tenant in its reasonable discretion.

2.3 Provided (i) Tenant is not in material default of the terms of this Lease, either at the time of the exercise of the option contained herein or at the time the option term provided for herein commences; and (ii) Tenant is occupying and doing business in the Leased Premises; Tenant shall have the option to extend the Initial Term of this Lease for two (2), five (5) year periods immediately following the expiration of the Initial Term or the applicable Option Term (as defined herein), on the same terms and conditions contained in the Lease except the rental shall be as shown on the rent schedule set forth in Section 3 below (each such period shall be referred to as the "Option Term"). Tenant shall notify Landlord in writing of its intention to exercise its option at least twelve (12) months prior to the expiration of the Initial Term or the Option Term, as applicable. If Tenant fails to give the written notice as set forth above, this Lease shall expire on the termination date of the current Lease Term. For purposes of this Lease, the word "Term" shall mean the Initial Term and any Option Term.

3. RENT

3.1. During the Term, Tenant shall pay to Landlord, without notice, setoff, or abatement, an annual fixed minimum rent (the "Fixed Minimum Rent"), commencing on the Rent Commencement Date, as follows:

	<u>Rate</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
<u>Initial Term:</u>			
Years 1-5	\$13.31 psf	\$39,930.00	\$3,327.50
Years 6-10	\$14.64 psf	\$43,920.00	\$3,660.00
<u>Option Term(s):</u>			
Years 11-15	\$16.10 psf	\$48,300.00	\$4,025.00
Years 16-20	\$17.71 psf	\$53,130.00	\$4,427.50

The term "Rent Commencement Date" shall mean the date that is the Delivery Date.

3.2 Landlord shall accept and Tenant shall pay Fixed Minimum Rent and Additional Rent due hereunder by an Electronic Funds Transfer to an account of Landlord's choice. Landlord and Tenant shall complete a Vendor ACH Electronic Funds Transfer Authorization Form, or substantially similar documentation attached to establish the process.

3.3 All monthly payments of Fixed Minimum Rent shall be made in advance on the first (1st) day of each successive month during the Term of this Lease. If the first or last day of the Term is any day other than the first day of a calendar month, the Fixed Minimum Rent for such initial or last calendar month, as the case may be, shall be pro rated. If any payment to Landlord is not received prior to the tenth (10th) day following the due date, Tenant shall promptly pay Landlord a late charge equal to ten percent (10%) of the delayed or defaulted payment, as liquidated damages in lieu of the actual amount of expense incurred and suffered by Landlord by reason of the default, and not as a penalty or interest, and in addition to any interest or other charges payable hereunder.

3.4 In addition to Fixed Minimum Rent, Tenant shall pay Landlord, as additional rent (any such additional rent paid under this Lease shall be referred to collectively as "Additional Rent"), commencing upon the Rent Commencement Date, Tenant's Proportionate Share of Taxes and Common Area Maintenance Expenses (as those terms are defined in Section 4, upon the terms and conditions set forth in Section 4.

3.5 All Fixed Minimum Rent and Additional Rent shall be paid by Tenant to Landlord without notice, abatement, offset or deduction and, in the event of nonpayment thereof, Landlord shall have the rights and remedies herein provided for in the case of nonpayment of Fixed Minimum Rent. The payment of Fixed Minimum Rent and Additional Rent shall be deemed an independent covenant of Tenant pursuant to this Lease.

3.6 All Fixed Minimum Rent and Additional Rent which is not paid via ACH transfer per Section 3.3 hereof shall be payable to Landlord at the address set forth in the preamble.

3.7 If any check, draft of other instrument delivered by Tenant to Landlord in payment of any Fixed Minimum Rent, Additional Rent or other charges payable under this Lease shall be dishonored by the bank or other institution upon which such check, draft, or other instrument was drawn, then unless Tenant can provide evidence satisfactory to Landlord that such check, draft or other instrument was improperly or mistakenly dishonored, all payments of Fixed Minimum Rent, Additional Rent, or other charges payable by Tenant to Landlord under this Lease not made via ACH transfer shall thereafter be made by certified check made payable directly to Landlord without any intervening endorsement. In addition, Tenant shall pay to Landlord a dishonored check fee of \$50.00 per check, draft or instrument.

4. COMMON AREA MAINTENANCE AND TAXES

4.1 For the purposes of this Section 4, the following terms shall have the meanings set forth hereafter set forth:

(a) "Taxes" shall mean all general and special real estate taxes and other ad valorem taxes (including, without limitation, special assessments) of every kind and nature assessed by any governmental authority, extraordinary as well as ordinary with respect to the Shopping Center, including all parcels of land and all other improvements situated thereon. These Taxes include, but are not limited to, all real estate taxes, real estate rental receipt or gross receipt taxes or any other taxes of Landlord (exclusive of Landlord's income tax) imposed by Federal, state or local taxing authorities as a substitution for or in addition to the current method of property taxation used for the funding of governmental services. The term Taxes shall not include taxes (i) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures of other personal property located in the Leased Premises and (ii) upon, or with respect to, the possession, leasing, operating, management, maintenance, alteration or repair, use or occupancy by Tenant of the Leased Premises, all of which shall be paid by Tenant. The term Taxes shall include all costs and expenses reasonably incurred by Landlord, of any contest or appeal or other proceeding pursued by Landlord in an effort to reduce the tax or assessment on which any Taxes or other impositions provided for herein is based.

(b) "Tenant's Proportionate Share" shall mean the percentage computed by Landlord from time to time by dividing the total number of square feet of floor area of the Leased Premises by the total gross rentable area of the Shopping Center, as both are computed by Landlord. In the event that either the gross rentable area of the Leased Premises or the total gross rentable area of the Shopping Center is changed, Tenant's Proportionate Share will be appropriately adjusted. Notwithstanding the foregoing, in the event that any tax may be levied on rents received by Landlord, the Tenant's Proportionate Share shall be a fraction the numerator of which is the Tenant's rent and the denominator of which is all of the rent received by the Landlord from the entire building.

(c) "Common Area Maintenance Expenses" means all costs incurred and expenditures of whatever nature made by Landlord (including costs and expenditures of outside contractors, and contractors who may be affiliated with Landlord to the extent that the contracts are at reasonable rates consistent with the type and quality of the services rendered) in the operation and management, for repairs and replacements (including, but not limited to, roof repairs and replacements, and other exterior repairs or replacements), or for cleaning and maintenance of the Shopping Center and all Common Areas, including, without limitation, parking areas, driveways, walkways, entrances, exits and stairways on or related thereto, related equipment, facilities and appurtenances, and cooling and heating equipment. Such Common Area Maintenance Expenses shall include, without limitation (including appropriate reserves): cleaning, fire and police protection and general security, repairing paving (which repairs shall include the filling of cracks and required resurfacing costs), keeping the Common Areas properly supervised, drained, reasonably free of snow, ice, rubbish and other obstructions, and in a neat, clean, orderly and sanitary condition, the maintenance of any and all fire protection systems serving the entire Shopping Center, keeping the Common Areas suitably lighted, maintaining markers, painted lines, delineating parking spaces, and other means and methods of pedestrian and vehicular traffic control, maintaining adequate roadways, entrances and exits, maintaining any planting and landscaped areas, maintenance and repair of all utilities and utility conduits situated within the Common Areas, maintenance and repair of water system and well, fees for required licenses and permits, heating and air conditioning, if any, in courts, corridors and other common areas, providing public liability, property damage, fire, extended coverage and other such insurance as Landlord deems appropriate on the Shopping Center and its improvements, total compensation and benefits (including premiums for workers' compensation and other insurance) paid to or on behalf of employees solely for their time allocated to the Shopping Center, a management fee, and any other costs, charges and expenses that under generally accepted accounting principles would be regarded as maintenance and operating expenses and administrative costs equal to ten percent (10%) of the total cost and expense of operating and maintaining the Common Areas.

4.2 Tenant shall pay, commencing upon the Rent Commencement Date, Tenant's Proportionate Share of Common Area Maintenance Expenses and Taxes, as Additional Rent. Such Additional Rent shall be paid monthly as follows:

(a) Tenant shall pay to Landlord, on the first day of each successive month during the Term of this Lease, one-twelfth (1/12th) of Tenant's Proportionate Share of Taxes and Common Area Maintenance Expense as estimated by Landlord, in its reasonable discretion based upon a yearly Statement of Taxes and Common Area Maintenance Expenses. If the first or last day of the Term is any day other than the first day of a calendar month, then the foregoing payment for such initial or last calendar month of the term hereof shall be pro rated. The sums shown on any such Statement of Taxes and Common Area Maintenance Expenses shall be subject to adjustment in accordance with the provisions hereof.

(b) Landlord will give Tenant a statement of estimated charges payable by Tenant, if any, under this Section 4 for the then immediately subsequent calendar year (the "Statement") promptly after the commencement of such calendar year; and one-twelfth (1/12th) of all such charges shall be payable on the first (1st) day of the calendar month next immediately following delivery to Tenant of such Statement. Prior to Tenant's receipt of the Statement,

Tenant shall continue to pay the monthly amount as estimated in the immediately prior calendar year's Statement. The sums shown on any such Statement shall be subject to adjustment in accordance with Section 4.2(c) hereof.

(c) After the end of each calendar year, Landlord shall provide Tenant with a final statement (the "Final Statement") setting forth the total amounts payable by Tenant pursuant to this Section 4 based upon actual Taxes and Common Area Maintenance Expenses for such calendar year, and showing the actual amounts previously paid by Tenant hereunder. If such total amounts, as set forth in such Final Statement, are less than the amount actually paid by Tenant, then within ten (10) days after Tenant's receipt of such Final Statement Tenant shall pay the amount of such deficiency to Landlord. If such total amounts exceed the amount actually paid by Tenant, such excess shall be promptly refunded to Tenant or credited against next installments of Fixed Minimum Rent or Additional Rent.

(d) Tenant may, within thirty (30) days from the rendition of each such Final Statement, question the amount and propriety of any item appearing thereon or excluded therefrom. Upon request by Tenant within such thirty (30) day period, Landlord shall provide documentation to substantiate any charge or expense. Notwithstanding the fact that Tenant may have questioned any such item, Tenant shall nevertheless pay to Landlord the amounts payable, if any, under any such Final Statement. Unless Tenant shall take written exception to any item contained in such Final Statement within thirty (30) days after the delivery of same, such Final Statement shall be considered as final and accepted by Tenant.

4.3 In addition to Tenant's obligations to pay Tenant's Proportionate Share of Taxes and Common Area Maintenance Expenses as Additional Rent as set forth in Section 4.2, Tenant shall pay to Landlord, as Additional Rent during the Term, upon demand, any and all taxes payable by Landlord (other than Federal and state income taxes) whether or not now customary or within the contemplation of Landlord and Tenant: (a) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Leased Premises; (b) upon or measured by any rent payable hereunder, including, without limitation, any excise or other tax (other than federal and state net income taxes) levied by the Town of Rockland, the State of Massachusetts, the Federal Government or any other governmental body with respect to the receipt of such rent; (c) upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Shopping Center or any portion thereof; or (d) upon this transaction or any document to which Tenant is a party creating or transferring an interest in the Shopping Center. In the event that it should not be lawful for Tenant so to reimburse Landlord, the Fixed Minimum Rent payable to Landlord under this Lease shall be revised to net to Landlord the same rent after imposition of any such tax as would have been payable to Landlord prior to the imposition of any such tax.

4.4 Landlord shall have the right, after reasonable notice and not more than once in any twelve (12) month period, from time to time to change the periods of accounting hereunder to any annual period other than a calendar year, and upon any such change, all items referred to in this Section 4 shall be appropriately apportioned. In all statements rendered under Section 4.2, amounts for periods partially within and partially without the accounting periods shall be appropriately apportioned, and any items which are not determinable (other than estimates for the

calendar year most recently commenced) at the time of a statement shall be included therein on the basis of Landlord's estimate and with respect thereof Landlord shall render promptly after determination of supplemental statement and appropriate adjustment shall be made according thereto.

5. USE

5.1 Tenant shall use and occupy the Leased Premises only for the purpose of the operation of a restaurant, which shall include the service of alcohol as permitted by the Town of Rockland and the Commonwealth of Massachusetts, and for no other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use, or permit the use of, the Leased Premises for any purpose that would cause the premiums on Landlord's fire and casualty insurance to be increased or create a forfeiture or prevent renewal of such insurance. Tenant shall not use, or permit the use of, the Leased Premises for any improper, offensive or unlawful purpose. Tenant shall be responsible for obtaining, at its sole cost and expense any and all licenses, permits, and Certificates of Occupancy required for its use of the Leased Premises and operation of its business therein.

5.2 Tenant further agrees that during the entire Term of the Lease no part of the Leased Premises shall be abandoned or left vacant. Tenant agrees to open for business in the Leased Premises as soon as practicable after the Delivery Date, using reasonable diligence to do so, and to remain open at all times during the Term (subject to force majeure, casualty, or other temporary closures for renovations).

5.3 Tenant shall not place, erect or install any signs on the exterior of the Leased Premises or allow any signs, printed displays or show window lettering in such a manner as to be seen from the exterior of the building, without prior written approval by Landlord, which approval shall not be unreasonably withheld. Tenant shall be permitted to install, at Tenant's sole cost and expense, signage on the facade of the Leased Premises and on the existing pylon sign for the Shopping Center, which signage shall be subject to Landlord's approval, not to be unreasonably withheld, and all applicable, state and local statutes and ordinances. All such signs, if approved by Landlord, shall be maintained in good and safe condition and appearance by Tenant, at its own expense. Tenant shall repair any damage to the Leased Premises, whether inside or outside, resulting from the erection, maintenance or removal of said signs.

5.4 Tenant agrees to construct, at its own cost and expense, any and all improvements that Tenant desires or requires for its use of the Leased Premises. The design and location of all such improvements shall be subject to the review and approval of Landlord, the Town of Rockland and/or the State of Massachusetts as applicable, and any other consents required by law. No improvements shall be performed until plans and specifications therefore, prepared at Tenant's sole cost and expense, have been submitted to Landlord and Landlord has approved same, said approval not to be unreasonably withheld. Tenant agrees to procure all necessary permits, licenses and approvals before undertaking any work or improvements on the Leased Premises; to do all such work in compliance with all applicable provisions of the Lease; to do all such work in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, Shopping Center, fire, health and all other codes, regulations,

ordinances and laws. All such improvements shall become the property of Landlord, except for Tenant's trade fixtures, furniture and equipment, which shall remain the property of Tenant and may be removed by Tenant at the expiration or other termination of the Lease, as further provided for herein.

5.5 Tenant will not (a) use or permit the use of any portion of the Leased Premises for the conduct of what is commonly known in the retail trade as a Job Lot, close-out store, outlet store, second-hand store, or reconditioned or second store, or army, navy, or government surplus store; (b) advertise any distress, fire, bankruptcy, liquidation, relocation or closing or going out of business sale unless such advertisements are true and Landlord gives its prior written consent; (c) warehouse and stock within the Leased Premises any goods, ware, or merchandise other than those Tenant intends to offer for sale in the Leased Premises, if any; (d) use or permit the use on the Leased Premises of any pinball machines, video games, or other devices or equipment for amusement or recreation, or any vending machines, newspaper racks, pay telephones outside of those available for employee's use, or other coin-operated devices; (e) use or permit the use of the Leased Premises for a supermarket or grocery store or the sale of milk, bread or perishable food products for off-premises consumption or the sale of pet food or pet supplies; (f) use or permit the use of the Leased Premises for the sale of farm, home or auto supplies and any incidental or accessory uses relating thereto; or (g) use or permit the use of the Leased Premises for any business which competes with any then existing tenant in the Shopping Center or violates any exclusive use provision in any lease for another portion of the Shopping Center or in any agreement of record.

6. REPAIRS AND MAINTENANCE

6.1 Subject to the obligations of Landlord hereunder, Tenant shall keep the Leased Premises in good order and condition (ordinary wear and tear and damage by fire or other casualty excepted), maintaining and replacing all parts of the interior of the Leased Premises and the building, all plumbing, HVAC, fire suppression and sprinkler systems, electrical and lighting facilities and equipment within the Leased Premises, and Tenant shall obtain and maintain, during the entire Term of the Lease, an annual service contract to do regular, but at least quarterly, maintenance of the HVAC system, such contract and company to be satisfactory to Landlord, in its reasonable discretion and in accordance with industry standards, and Tenant shall provide Landlord annually with a copy of such service contract at least ten (10) days prior to the expiration of the previous year's contract. Tenant shall maintain the glass store front including store front metal work and doors and all exterior doors, at Tenant's expense, clean, neat and in good order, repair and condition and replace any glass which may be damaged or broken with glass of the same quality (any such damaged plate glass to be replaced within forty-eight (48) hours of the occurrence of such damage). Tenant shall maintain and keep the sidewalk adjoining the front exterior of the Leased Premises and all entryways free from all rubbish, debris, trash, snow and ice. Tenant shall maintain the Leased Premises in a clean and sanitary condition, free of insects, rodents, vermin and other pests (and shall provide Landlord with proof of a pest prevention maintenance contract); shall not permit the accumulation of garbage, trash, rubbish and other refuse, but shall remove the same, and shall keep such refuse in rodent-proof containers. Tenant shall keep all mechanical apparatus free of unreasonable vibration and noise which may be transmitted beyond the confines of the Leased Premises and shall not cause or

permit objectionable odors to emanate or be dispelled from the Leased Premises. All repairs, maintenance, replacement or reconstruction to the interior of the Leased Premises are to be made by Tenant at Tenant's expense, subject to the terms and conditions of this Lease. Tenant shall repair any damage to the Leased Premises or the Shopping Center caused by Tenant or its agents, servants and employees. Tenant shall be responsible, at its sole cost and expense, to make all necessary non-structural repairs to the Leased Premises other than those which are Landlord's obligation under this Lease. Such repairs shall be at least equal in quality and class to the original work. Tenant will, at its sole cost and expense, install or construct any improvements, equipment or fixtures required by any governmental authority or agency as a consequence of Tenant's use and occupancy of the Leased Premises.

Tenant shall also provide Landlord evidence of a contract for regular maintenance of the grease trap within the Leased Premises and shall at all times maintain any grease trap in a good and clean condition and in compliance with all applicable laws, including with regard to disposal of any grease or cleaners.

6.2 Except for repairs and replacements to the Leased Premises or the Shopping Center which Tenant must make and except for repairs and replacements covered by Sections 8 and 9, Landlord shall be responsible to maintain, repair and replace (as necessary and to the extent such repair or replacement is not necessitated by any negligent or willful acts of Tenant, its agents, servants and employees) the structural portions of the building of which the Leased Premises form a part, including exterior walls, foundation, steel columns, roof and the exterior of the Leased Premises, with the exception of the glass store front, plate glass, and all exterior doors. Such repairs shall be at least equal in quality and class to the original work. Landlord shall maintain the Common Areas of the Shopping Center. Landlord reserves the right, upon written notice to Tenant, to take over pest control, trash, snow removal, or other services for the entire Shopping Center, including for the Leased Premises, should Landlord determine is necessary to do so due to health or safety reasons, and shall be entitled to bill Tenant for such amounts either as a Common Area Maintenance Expense, or directly.

6.3 Landlord shall not be liable to Tenant for any compensation or reduction of Fixed Minimum Rent or Additional Rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of Landlord or its agents entering the Leased Premises for any of the purposes authorized in this Lease, or for repairing the Leased Premises or the Shopping Center, however the necessity may occur, so long as such entry is undertaken so as to not unreasonably interfere (except in the case of emergency) with Tenant's use of the Leased Premises. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefore, nor, except as expressly otherwise provided herein pertaining to a casualty affecting the Leased Premises, shall Tenant be entitled to any abatement or reduction of Fixed Minimum Rent or Additional Rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Leased Premises. Landlord reserves the right to stop any service or utility system, when necessary by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord

shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

6.4 Any changes, alterations, additions or improvements required by the Tenant shall be done by Tenant, at its sole cost and expense, and shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. Prior to commencing any such work, Tenant at its own cost and expense shall timely submit to Landlord final plans and specifications necessary for such improvements, alterations, changes or additions, which plans shall be subject to approval by Landlord, which approval shall not be unreasonably withheld or delayed. Landlord shall approve any and all contractors, subcontractors, agents, employees or other persons or entities conducting any such improvements, which approval shall not be unreasonably withheld, conditioned or delayed. Such activities of Tenant and its agents shall not interfere in any manner with construction of work of Landlord or the conduct or construction work of other tenants or occupants in the Shopping Center, and Tenant shall, at its own cost and expense, remove on a daily basis, all trash and debris which may accumulate in connection with Tenant's activities. Tenant agrees to procure at its own expense all necessary permits, licenses and approvals before undertaking any work or improvements to the Leased Premises, copies of which shall be provided to Landlord. Tenant shall conduct all work in a good and workmanlike manner employing materials of good quality so as to conform with all applicable zoning, Shopping Center, fire, health and all other codes, regulations, ordinances and laws. Any such work shall not diminish the value of the Shopping Center, shall not adversely affect the outside appearance or strength of the Shopping Center, or the mechanical, electrical and plumbing services thereof, cause or create a dangerous or hazardous condition, or cause unreasonable noise for the time of day and week when the work is performed. Tenant shall require any contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contracts in an amount no less than \$2,000,000 and to submit certificates evidencing such coverage to Landlord prior to the commencement of such work. Tenant shall reimburse Landlord for any costs (not covered by collected insurance proceeds) incurred by Landlord for cleanup or damage to the Shopping Center or the Leased Premises caused by Tenant, its agents, contractors, employees or subcontractors.

7. INSURANCE

7.1 During the Term, Tenant shall at its own cost and expense, carry and maintain liability insurance with such companies as are satisfactory to Landlord and in such form as shall protect Landlord as well as Tenant, from any loss, costs, damage or liability imposed by law on account of (a) bodily injuries, including death resulting therefrom, suffered by any person or persons, while within, upon or about the Leased Premises in an amount for any accident resulting in injuries to one person, including death, of not less than \$1,000,000 and subject to the same limit for each person, the total liability on account of any one accident resulting in injuries to more than one person, including death, to be not less than \$2,000,000; and (b) damage to property, arising out of Tenant's use of the Leased Premises or out of Tenant's tenancy hereunder, in an amount of not less than eighty percent (80%) of the full replacement cost without deduction for depreciation, providing protection against all perils included within the

classification of fire, extended coverage, vandalism, malicious mischief, special extended peril (all risk), boiler, flood, glass breakage and sprinkler leakage. Tenant, at its sole cost and expense, and during the entire term of this Lease shall also maintain workers' compensation insurance covering Tenant's employees and such other type of insurance usually carried in connection with the operation of a business similar to the type to be operated by Tenant in the Leased Premises. Tenant, at its sole cost and expense, and during the entire term of this Lease shall also maintain liquor liability insurance covering in amounts and upon such terms as is customary for an establishment like Tenant's.

7.2 Tenant shall deliver to Landlord insurance certificates evidencing proof of the insurance required to be maintained by Tenant and naming Landlord as an additional insured and verification of all renewals thereof not less than fifteen (15) days prior to the expiration dates of the expiring policies. At least fifteen (15) days before the premium on each such policy shall become due and payable Tenant shall furnish Landlord with satisfactory evidence of such payment. All such policies of insurance required to be maintained by Tenant hereunder shall carry (insofar as the same is generally available) an endorsement requiring thirty (30) days' written notice from the insurance company or companies issuing the same to Landlord, if any, prior to changing or canceling any such policy or policies, and certificates of such changes shall be delivered to Landlord. In the event Tenant shall fail to procure insurance or provide proof of insurance in accordance with this Section 7.2 hereof, Landlord shall be entitled to procure the same and Tenant shall immediately reimburse Landlord for such premium expense.

7.3 Tenant shall and will hold and keep Landlord at all times harmless, defended and indemnified on account of any loss, cost, damage or liability arising out of Tenant's use of the Leased Premises or the Shopping Center, which shall not be covered, provided for or compensated or such liability or other insurance, and also on account of any and all loss, cost, liability or damage to property resulting from any failure of Tenant, or of any person claiming under it or contracting with it, to keep the Leased Premises in good and safe condition and repair or resulting from any negligence of Tenant, its servants or agents. Tenant agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against Landlord.

7.4 In case of any loss covered by insurance, Landlord and Tenant shall each lend its cooperation and assistance to its adjustment with any insurance company involved, to such extent as may reasonably be necessary. Each policy of insurance shall contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay Landlord the amount of any loss sustained and to the extent obtainable, that the insurer shall not be subrogated to any claim that Tenant might otherwise have against Landlord arising out of such loss.

8. CASUALTY

8.1 In the event of fire or other casualty occurring during the Term and resulting in damage or destruction to the Leased Premises (including damage to the Shopping Center and its systems which affect Tenant's use of and access to the Leased Premises) but not resulting in "substantial damage" to the Leased Premises or the Shopping Center as that term is defined in

Section 8.2, to the extent of insurance proceeds payable in respect thereof, Landlord shall restore, or caused to be restored or repaired, the Leased Premises (hereinafter collectively referred to as the "restoration") or the Shopping Center to substantially the condition existing immediately prior to such damage or destruction, provided, however, that Landlord shall not be required to restore any trade fixtures or improvements made by Tenant and which Landlord is not obligated to insure.

8.2 In the event that the Leased Premises or the Shopping Center is substantially damaged by fire or other casualty, this Lease shall terminate at Landlord's election, by notice given to Tenant within sixty (60) days after such damage specifying the effective date of termination. For purposes of this Section 8, the term "substantial damage" shall mean damage resulting in a loss in excess of thirty-five (35%) of the then fair insurable value of the Leased Premises or the Shopping Center or damage so extensive as to render Tenant unable to use the Leased Premises. If this Lease is terminated in accordance with the foregoing, rent shall abate as of the date of termination.

8.3 If Landlord does not elect to terminate this Lease as aforesaid or there is not substantial damage, Landlord shall restore or rebuild within six (6) months from the date of the damage. If the time needed, as reasonably estimated by Landlord, to restore the Shopping Center shall exceed six (6) months, subject to force majeure, either Landlord or Tenant may terminate this Lease by notice given to the other party within sixty (60) days after the date of the casualty. If this Lease is terminated in accordance with the foregoing, rent shall abate as of the date of termination.

8.4 Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect following any such damage, and rent shall be abated from the date of damage in accordance with the nature and extent of the damage until the Leased Premises are restored.

8.5 Landlord's obligations under this Section to restore the Leased Premises to its prior condition shall not include Tenant's Work, Tenant's fixtures, improvements, furniture, furnishings, floor coverings and equipment. Landlord shall not be required to expend in such repair or restoration more than the net proceeds of insurance or award of damages, if any, received by Landlord with respect to such casualty, less Landlord's reasonable expenses incurred in collection of such proceeds of award, as the case may be. Tenant shall at its own expense, proceeding, with all reasonable dispatch, repair or replace such of its improvements, fixtures, furniture, furnishings, floor coverings and equipment as may be required as a result of such casualty. Landlord shall have no restoration obligation under this Lease to the extent such damage was caused by the negligence or willful act of Tenant or anyone for whom Tenant is legally responsible. In the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Leased Premises or the Shopping Center requires that any insurance proceeds be applied to such indebtedness, then Landlords shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon this Lease shall end of the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term.

8.6 If twenty-five percent (25%) or more of the Shopping Center or Common Areas are damaged by fire or other casualty, Landlord may terminate this Lease by notifying Tenant

within thirty (30) days of the date of the damage, and Tenant shall immediately surrender possession and rent shall abate.

9. EMINENT DOMAIN

9.1 If the whole of the Leased Premises and Shopping Center shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu of any such taking for public or quasi-public use under any statute or by right of eminent domain, then this Lease shall automatically terminate as of the date that possession has been taken.

9.2 In the event that:

(a) thirty-five percent (35%) or more of the Leased Premises shall be taken; or

(b) the Leased Premises shall be deprived of adequate ingress or egress or the Leased Premises or the Shopping Center cannot be used for substantially the same purposes and in substantially the same manner except for the amount of space; by reason of any public, quasi public use or under any statute or by right of eminent domain or by private purchase in lieu thereof, either Landlord or Tenant may terminate this Lease by notice in writing to the other party given within ninety (90) days after the date of such taking, such notice shall state the date upon which such termination shall take effect; provided, however, that in no event shall such termination take effect sooner than the date that possession of Tenant is disturbed pursuant to such taking.

9.3 All compensation awarded or paid upon such total or partial taking (or purchase) of the Leased Premises shall belong to Landlord without participation of Tenant. Tenant agrees to execute any and all further documents that may be required in order to facilitate the collection by Landlord of any and all such awards. Notwithstanding anything in this Section 9.3 to the contrary, Tenant may seek and collect a separate award or damages for the loss of its trade fixtures and relocation costs and expenses provided that it does not diminish Landlord's award.

9.4 In the event of a taking or purchase resulting in the termination of this Lease under this Section 9, rent shall abate as of the date of termination of this Lease.

9.5 In the event of a partial taking or purchase not resulting in the termination of this Lease, Landlord agrees, at its own cost and expense, to make all repairs to the Leased Premises effected by such taking or purchase to the extent necessary to restore the same, with materials as nearly like the original materials as may be reasonably obtained in regular channels of supply; provided, however, that Landlord shall not be obligated to expend an amount in excess of the proceeds of the net award available to Landlord for such purpose; and provided further, that Landlord shall not be required to restore any trade fixtures or improvements made by Tenant and which Landlord is not obligated to insure.

9.6 In the event of such partial taking or purchase, the Fixed Minimum Rent and Additional Rent payable hereunder shall be equitably adjusted.

10. INDEMNIFICATION

10.1 Tenant agrees that it shall indemnify, defend and hold harmless Landlord from all liability, loss, cost, expense and damage from and against any and all suits, claims and demands of every nature, unless caused by the gross negligence of Landlord, its servants or agents, including counsel fees, by reason of any damage or injury to any person, property or thing which may arise from or be due to the use of the Leased Premises, the Shopping Center or the Common Areas by Tenant or the conduct of Tenant's business or profession or from any activity, work or thing done, permitted or suffered by Tenant in or about the same, including Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Leased Premises or its occupancy thereof; and will further indemnify, defend and hold harmless Landlord from any and all claims arising from any breach or default on Tenant's part pursuant to the terms of this Lease, or arising from any act or neglect of Tenant or any of Tenant's agents, contractors, servants, employees or invitees and from and against all cost, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon, and if any action or proceeding be brought against Landlord by reason of any such claim, Tenant, or its insurer, upon notice from Landlord, agrees to resist and defend at Tenant's or the insurer's expense such action or proceeding by counsel reasonably satisfactory to Landlord; further, excepting for damages or claims caused by the gross negligence of the Landlord or its servants or agents. Tenant assumes all risk of damage, and waives any claim against Landlord, in respect to any property in, upon or about the Leased Premises or land to whomsoever belonging, waiving all claims with respect to such damage thereof against Landlord, and agreeing to indemnify, defend, and save Landlord harmless from and against all loss, cost, damage, expense or claims by others caused by the acts or omissions of Tenant, its servants, agents or invitees; such damages to include, without limiting the generality the foregoing, damages due to the Leased Premises, the Shopping Center, the Common Areas, or any part thereof being or becoming out of repair or due to the happening of any accident in or about the Leased Premises, the Shopping Center or the Common Areas due to any act or neglect of Tenant, its servants, agents, employees or invitees, or caused in any manner by rain, snow, ice, wind, frost, water, steam, sewerage, gas, odors, chemicals, freezing, radiation nor by the bursting, leakage or overflow from windows, doors, walls, ceilings, or other fixtures, included damage caused to fixtures, furniture, furnishings, books, records, papers, films and all types of equipment and all other tangible personal property situated on the Leased Premises.

11. ACCESS

11.1 Landlord shall have the right, after prior written notice and upon proof of identification, to enter the Leased Premises during reasonable business hours to make inspection, or to exhibit the Leased Premises to prospective tenants, purchasers, or other third parties. In emergency situations, Landlord shall have the right at any time to enter the Leased Premises without notice to make necessary repairs and/or prevent further damage.

12. QUIT AND SURRENDER PREMISES

12.1 On the last day of the Term, or upon any earlier termination of this Lease, or upon any lawful re-entry by Landlord upon the Leased Premises, Tenant shall surrender the Leased

Premises in good order, condition and repair, reasonable wear and tear and damage which Tenant is not required to repair hereunder excepted, and free and clear of all liens and encumbrances, made by Tenant, resulting from any act or failure to act by Tenant or arising out of Tenant's failure to discharge its obligations hereunder.

12.2. Furniture, equipment, trade fixtures and business equipment (not constituting part of or affixed to the Shopping Center or the Leased Premises), may be removed by Tenant and upon request of Landlord shall be removed; provided, however, that Tenant shall with due diligence, and without expense to Landlord, cause any damage to the Shopping Center or the Leased Premises due to such removal to be promptly repaired, which repairs shall be reasonably satisfactory to Landlord, and provided, however, that Tenant shall not be required to remove any improvements or fixtures installed after Landlord's approval, not including trade fixtures.

12.3 Any personal property of Tenant which shall remain in the Leased Premises or about the Shopping Center after the termination of this Lease or any extension or renewal hereof, may, at the option of Landlord, be deemed to have been abandoned by Tenant and either may be retained by Landlord as its property or be disposed of without accountability in such manner as Landlord may see fit. If Landlord shall have requested the removal of the personal property, then disposal by Landlord shall be at the expense of Tenant.

12.4 Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant.

12.5 If Tenant remains in possession of the Leased Premises after the expiration of the term of this Lease and continues to pay rent without any express agreement as to holding over, Landlord's acceptance of rent will be deemed an acknowledgment of Tenant's holding over upon a month to month tenancy; subject, however, to all of the terms and conditions of this Lease except as to: (i) the term hereof and (ii) the rent which will be two hundred percent (200%) of the rent paid to Landlord for the last month of the Term of this Lease. If Tenant remains in possession of the Leased Premises after expiration of the term of this Lease, whether as a month-to-month tenant or otherwise, and Landlord at any time declines to accept the rent at the rate specified herein and demands that Tenant vacate the Leased Premises and Tenant fails to do so, Tenant shall thereafter be deemed to be wrongfully holding over and occupying the Leased Premises as a tenant at sufferance. Tenant will nevertheless be subject to all of the terms and conditions of this Lease except as to the term hereof and except that Tenant will pay, in view of the difficulty or impracticability of determining the actual amount of the damages that Landlord would incur, as liquidated damages for Tenant's wrongful use of the Leased Premises and Landlord's inability to lease the Leased Premises to others or to use the same for any other purpose, and not as a penalty, a monthly rent equal to two hundred percent (200%) of the rent together with all actual costs or damages (including reasonable attorneys' fees) sustained by Landlord on account of such holding over.

12.6 The provisions of this Section 12 shall survive any termination of this Lease.

13. ASSIGNMENT AND SUBLETTING

13.1 Tenant shall not assign this Lease, or any interest herein or sublet the Leased Premises without the prior written consent of Landlord, and the consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment. In the event Tenant assigns this Lease or any interest therein or sublets without the written consent of Landlord first had and obtained, Landlord may, within thirty (30) days after receipt of notice thereof, terminate this Lease. Any attempted assignment, transfer, mortgage, pledge, operation, sublease or other encumbrance, without such prior written consent shall, at Landlord's option, be void.

13.2 No consent to an assignment of this Lease by Landlord shall be effective until there shall have been delivered to Landlord an agreement, in recordable form, executed by the proposed assignee, wherein such assignee assumes due performance of the obligations on Tenant's part to be performed under this Lease. Nothing in this Section contained shall be construed to release Tenant from any liability or obligation under this Lease unless Landlord consents to such release in writing, in Landlord's sole discretion, based on such assignee's creditworthiness and other factors deemed relevant by Landlord. Upon the occurrence of an event of default, if the Leased Premises or any part of them are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease, and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations under this Lease.

14. DEFAULT

14.1 If Tenant shall be in default in the payment of the Fixed Minimum Rent, Additional Rent or any part thereof or of other sums payable by Tenant hereunder at the times and places herein fixed for the payment thereof and said default shall continue ten (10) days after the same is due and payable, or if default shall be made in any other of the covenants herein contained on the part of Tenant to be kept and performed and if such default shall continue for a period of twenty (20) days after written notice to Tenant or if the default is of such a character as to require more than twenty (20) days to cure, then if Tenant shall fail to promptly commence and diligently proceed in curing such default, or if Tenant or any Guarantor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or insolvency, or for other debtor relief or shall be adjudged insolvent or bankrupt, or admit in writing its inability to pay debts generally as they become due, or if any proceeding seeking reorganization, arrangement, composition or similar relief against Tenant or any Guarantor shall not have been dismissed within sixty (60) days after its commencement or if a permanent receiver of the property of Tenant or any Guarantor shall be appointed; then and in any of the aforesaid cases, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, or if Tenant shall fail to vacate the Leased Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only, it shall be lawful for Landlord thereupon or at any time thereafter, to terminate this Lease and all of Tenant's interest hereunder by giving written notice to Tenant of such termination and of the effective date thereof (and, such notice having been given, this Lease shall cease and expire on the date named therein), and/or, at Landlord's option, without demand or notice,

accelerate the amounts due under the Lease, and with or without process of law to enter upon and into the Leased Premises or any part thereof in the name of the whole, and to declare this Lease at an end and in such case expel Tenant and those claiming under it without being guilty of any manner of trespass without prejudice, however, in each case, to Landlord's claims for rent or other claims for breach of covenant hereunder, it being expressly understood and agreed that this Lease shall not continue or inure to the benefit of any assignee, receiver or trustee in bankruptcy, excepting at the option of Landlord.

14.2 At any time or from time to time after any such expiration or termination, Landlord may relet the Leased Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or lesser than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its uncontrolled discretion, may determine and may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to relet the Leased Premises or any part thereof, or for any failure to collect any rent due upon any such reletting, but shall use reasonable efforts to relet and collect the rent therefrom.

14.3 No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Leased Premises or any part thereof shall have been relet, Tenant shall pay to Landlord the Fixed Minimum Rent, Additional Rent and all other charges required to be paid by Tenant up to the time of such expiration or termination of this Lease, plus any and all actual damages incurred by Landlord and associated with Tenant's default, plus any and all Fixed Minimum Rent and Additional Rent due and owing, until the end of what would have been the term of this Lease in the absence of such expiration or termination, less the net proceeds of any reletting effected pursuant to the provisions of Section 14.2 hereof, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs, and expenses of preparation for such reletting. All such amounts shall be accelerated and shall be paid at the time of termination of the Lease or upon the incurring of such costs and damages.

14.4 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

14.5 If Tenant shall at any time fail to make any payment or perform any other act on its part to be made or performed hereunder, or in the event that such performance cannot be cured within thirty (30) days, if Tenant has not commenced curing such default and has not exercised best efforts in pursuing such cure, then Landlord, after thirty (30) days' written notice to Tenant (or, in case of any emergency, on such notice, or without notice, as may be reasonable under the circumstances) and without waiving, or releasing Tenant from, any obligation of Tenant

hereunder, may (but shall not be required to) make such payment or perform any such act. Landlord shall not be liable or responsible to Tenant for any loss or damage that may occur to its property or business by reason thereof. Landlord may, at Landlord's option, enter into and upon the Leased Premises if Landlord determines in its reasonable discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act (together with interest thereon at the rate of eighteen percent (18%) per annum from the respective dates of Landlord's making of each such payment or incurring of each such cost and expense) shall be paid by Tenant under this Lease as Additional Rent, and shall be payable to Landlord on demand.

14.6 If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney or collection agency concerning or to enforce or defend any of Landlord's rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all costs and fees so incurred by Landlord, including, without limitation, reasonable attorneys' fees and costs. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

14.7 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. No act or thing done by Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Leased Premises, and no agreement to terminate this Lease or accept a surrender of said Leased Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

14.8 To secure the payment of all rentals and other sums of money becoming due from Tenant under this Lease, Landlord shall have and Tenant grants to Landlord a first lien upon the leasehold interest of Tenant under this Lease, which lien may be enforced in equity, and a continuing security interest upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Leased Premises, and such property shall not be removed therefrom without the consent of

Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord under this Lease shall first have been paid and discharged. Upon the occurrence of an event of default, Landlord shall have, in addition to any other remedies provided in this Lease or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Section 14.7 at public or private sale upon five (5) days' written notice to Tenant. Tenant shall execute all such financing statements and other instruments as shall be deemed necessary or desirable in Landlord's discretion to perfect the security interest hereby created.

14.9 Any and all property which may be removed from the Leased Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

15. UTILITIES

15.1. Commencing on the Delivery Date, Tenant agrees to pay all charges in connection with any and all utilities, including water, gas and electricity, used by Tenant during the Term, as Additional Rent. The Leased Premises shall be separately metered or submetered for electricity usage. Tenant shall pay all bills for such utility usage promptly upon the billing to Tenant, and upon request of Landlord, shall provide Landlord with copies of such billings and proof of payment of such billings. Landlord reserves the right to outsource the administration of its utilities to third-party providers and to bill Tenant for all actual costs and expenses associated therewith.

Tenant further agrees that in the event any utilities are submetered, Landlord shall be entitled to bill Tenant an estimated usage amount each month, which shall be reconciled no less than yearly for actual usage. Landlord also reserves the right to charge utilities based upon a Tenant's Proportionate Share should meter readings not be available.

15.2. Tenant covenants and agrees at all times that its use of electric current shall never exceed the capacity of feeders to the Leased Premises or the wiring installations in the Leased Premises.

15.3 Landlord shall incur no liability to Tenant as a result of any loss or damage to the Leased Premises or to Tenant's business resulting from loss of electricity, telephone, heat or water to the Leased Premises, or from damage caused by electrical fire, or because of leakage or damage arising from the malfunction of any pipes, those, fixtures, wires and switches.

16. BROKERAGE

16.1 Each party covenants, warrants and represents to the other party that there was no broker instrumental in consummating this Lease and that no conversation or prior negotiations were had by either party with any broker concerning the renting at the Leased Premises. Each party agrees to protect, indemnify, save and hold harmless the other party against and from all liabilities, claims, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

17. COMPLIANCE WITH LAWS/USE OF HAZARDOUS MATERIAL

17.1 During the Term, Tenant, at its sole cost and expense, shall not violate or suffer any violation to exist under any present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Leased Premises. Tenant shall likewise comply with the requirements of all policies of insurance at any time in force with respect to the Shopping Center and the Leased Premises. Tenant agrees to comply with the rules and regulations of Landlord if any, as the same may be modified from time to time and which shall be provided to Tenant.

17.2 Tenant shall not, and Tenant shall not permit any of its agents, contractors, employees, licensees or invitees to use, handle, dispose, store, manufacture, warehouse or release any hazardous substance in or on the Leased Premises, the Shopping Center or the Common Areas in violation of any hazardous waste laws. Tenant shall give Landlord immediate notice of (a) the occurrence of any release of any hazardous substance in or on the Leased Premises, the Shopping Center or the Common Areas in violation of any hazardous waste laws, and (b) the receipt by Tenant of any notice from the United States Environmental Protection Agency or the Massachusetts Department of Environmental Management or any other state or any municipal authority or agency thereof of any release of any hazardous substance in or on the Leased Premises, the Shopping Center, or the Common Areas. In any such event, Tenant shall immediately take all steps necessary to stop and contain the release of additional hazardous substances, to respond to the foregoing governmental authority and to clean and remove all such hazardous substances and any affected portions of the Leased Premises, the Shopping Center, or the Common Areas to the satisfaction of the applicable governmental authority or authorities having jurisdiction of the matter. Tenant shall protect, defend, indemnify and hold each and all of the Landlord and Landlord's officers, employees, members, managers, directors, shareholders, and agents of each of them, harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by reason of any actual or asserted failure to Tenant to fully comply with all applicable environmental and/or hazardous waste laws, or the presence, handling, use or disposition in or from the Leased Premises of any hazardous substances by Tenant or Tenant's agents, contractors, employees, licensees or invitees (even though permissible under all applicable environmental laws or the provisions of this Lease), or

by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section.

If Tenant fails to so clean and remove such hazardous substances, then Landlord may, at its option but without any obligation on the part of Landlord so to do, take all action necessary to contain, clean and remove such hazardous substances and to comply with all orders and directions given by the applicable governmental authority or authorities having jurisdiction of the matter; and all costs and expenses incurred by Landlord therefore shall be reimbursed by Tenant in full upon demand made therefore by Landlord. "Hazardous Substance" as used herein shall mean "solid waste" or "hazardous waste," hazardous material," "hazardous substance," and "oil" as defined in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Material Transportation Act, the Federal Water Pollution Control Act and the Superfund Amendments and Reauthorization Act of 1986 and any similar or successor federal law or applicable state and local statutes and ordinances and any rules, regulations and policies promulgated thereunder, as any of such federal, state and local statutes, ordinances and regulations may be amended from time to time. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act (together with interest thereon at the rate of eighteen percent (18%) per annum from the respective dates of Landlord's making of each such payment or incurring of each such cost and expense) shall be paid by Tenant under this Lease as Additional Rent, and shall be payable to Landlord on demand.

18. MECHANIC'S LIENS

18.1 Tenant will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge upon the Leased Premises, the Shopping Center, or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Leased Premises or any part thereof or the income therefrom, other than liens resulting from acts or the failure to act by Landlord, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Leased Premises or any part thereof might be impaired. Landlord shall have the right to request and obtain a list of any and all contractors performing work for Tenant in or upon the Leased Premises, shall be entitled to request and receive copies of all lien waivers for such contractors, and shall be entitled to require a bond for any and all tenant improvements prior to commencement of such work, which bond shall be in form and substance satisfactory to Landlord. Tenant's failure to provide such list of contractors or lien waivers shall constitute a default hereunder.

18.2 All persons doing work for or furnishing labor or materials to the Leased Premises on the order of or on behalf of Tenant shall look solely to Tenant's interest in the Leased Premises. The interests of the Landlord shall not be subject to liens for improvements made by Tenant. If any mechanic's and or other liens, or order for the payment of money, shall be filed against the Leased Premises, or any Shopping Center or improvements thereon, by reason of change or alteration or addition made or alleged to have been made by or for Tenant, or the related cost or expense, or any related contracts, Tenant shall cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Tenant, and shall also defend on behalf of the Landlord and Landlord, at Tenant's sole cost and expense, any

action, suit or proceeding which may be brought for the enforcement of such lien, liens or orders, and Tenant will pay any damage and satisfactorily discharge any judgment entered, and save harmless the Landlord and Landlord from any associated claims, attorney's fees or damages.

18.3 If any mechanic's or other liens, or order for payment of money, shall be filed against the Leased Premises, or on any Shopping Center or improvements on the Leased Premises, for any of the reasons provided for in this Section, and shall not be canceled and discharged of record, by bond or otherwise, at the election and expense of and by Tenant, within thirty (30) days after notice given by Landlord, Landlord shall have the right to remove same by payment or otherwise, and all sums expended by Landlord for such removal, including attorneys' fees and interest at the rate of eighteen percent (18%) per annum, shall be paid by Tenant to Landlord upon demand, and shall be deemed to be Additional Rent due under this Lease.

18.4 In no event shall Landlord or Landlord's interest in the Leased Premises be subject to liens for improvements made by, or on behalf of Tenant.

18.5 Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Leased Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises or any part thereof.

19. SHORT FORM LEASE

This Lease may not be recorded. At the request of either party, however, Landlord and Tenant agree to promptly execute duplicate originals of an instrument, in recordable form, which will constitute a notice of lease, setting forth the description of the Leased Premises, the term of this Lease and other portions thereof, excepting provisions relating to the rent, as either party may request.

20. NON WAIVER

The failure of a party hereto to insist in any one or more instances upon the strict and literal performance of, or to seek redress for the violation of, any covenant, term or condition of this Lease shall not be deemed a waiver of or a relinquishment for the future of any such covenant, term or condition, nor shall the failure of Landlord to enforce any of the terms and conditions of the Lease or rules and regulations relating to the Shopping Center be deemed a waiver of any such provision, rule or regulation. The receipt by Landlord of the Fixed Minimum Rent or Additional Rent with or without knowledge of the breach of any covenant, term or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall or deemed waived by a party hereto unless such waiver is in a conformed writing signed by such party.

21. NOTICES

Whenever any notices are required or permitted under this Lease, such notice shall be in writing. Any notice or document required or permitted to be delivered shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or via overnight delivery service, addressed to the party to whom it is intended to be delivered at the address set forth in the preamble of this Lease or such other address as they specify by written notice delivered in accordance with the terms of this Section.

22. FORCE MAJEURE AND FRUSTATION OF PURPOSE

In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required by this Lease (other than the payment of money) by reason of strikes, lockouts, casualties, acts of God, labor troubles, inability to procure materials, governmental laws or regulations, riots, insurrection, war, pandemics, epidemics, or other infectious diseases, or other causes beyond its reasonable control, then such party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of the delay, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing contained herein shall excuse the payment of Rent or other amounts due and owing under this Lease. Tenant also agrees that it is entering in this Lease and accepting the Leased Premises at its own risk and expense, assuming all risk related thereto, and Tenant hereby agrees that unless directly caused by the intentional actions of Landlord, Tenant waives any claim of frustration of purpose relating to its use of the Leased Premises, whether caused by a government order, force majeure, epidemic, pandemic or otherwise.

23. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties. No agent, representative, or officer of Landlord has made any statement, agreement or representation (either oral or in writing) modifying, adding or changing the terms and conditions set forth in this Lease. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties.

24. QUIET ENJOYMENT.

24.1 Landlord covenants and agrees that Tenant, upon paying the Fixed Minimum Rent, Additional Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be observed and kept, shall quietly have and enjoy the Leased Premises during the term of this Lease without hindrance of molestation by anyone claiming by, or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

24.2 In the event Landlord shall convey the Shopping Center, all liabilities and obligations on the part of Landlord under this Lease accruing after such conveyance shall terminate upon such conveyance, and thereupon all such liabilities and obligations shall be

binding upon the grantee or assignee, as the case may be, provided, however, that any funds held by Landlord hereunder in which Tenant has an interest hereunder shall be turned over to such grantee or assignee.

25. SUBORDINATION/ESTOPPEL

25.1 Tenant agrees to subordinate this Lease to the lien of any first mortgage or blanket mortgage placed on the Leased Premises, provided only that so long as this Lease is in full force and effect (a) Tenant's tenancy will not be disturbed, nor will this Lease be affected by any default under such mortgage; (b) the rights of Tenant under this Lease shall expressly survive and shall not be cut off; and (c) this Lease shall, in all respects, continue in full force and effect and that any such mortgagee shall attorn to the Lease.

25.2 If Landlord is in full compliance with the provisions of this Lease, Tenant will, within thirty (30) days of receipt of a written request from Landlord setting forth the name and address of the lender and without cost to Tenant, execute and deliver to Landlord Tenant's SNDA necessary to effectuate such subordination and non-disturbance.

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgage or deeds of trust now or hereafter placed on, against or affecting the Shopping Center, Landlord's interest or estate in the Shopping Center, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver within ten (10) days of Landlord's reasonable request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord.

25.3 Upon Landlord's written request, any notices required or permitted to be given to Landlord under this Lease shall also be given to any mortgagee whose name and address has been provided by Landlord to Tenant in writing. Such mortgagee shall have the right, but not the obligation, to cure any default by Landlord within the same time period as may be granted Landlord under any provision in this Lease.

25.4 Landlord and Tenant shall, upon request by the other, and without charge, execute and deliver to the other party, in recordable form, an Estoppel Certificate stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, with the modifications duly stated. A certificate shall not modify or change the provisions of this Lease.

26. MISCELLANEOUS

26.1 If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

26.2 Tenant shall neither assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest from time to time in the Shopping Center of which the Leased Premises are a part and in the rents, issues, and profits thereof or proceeds therefrom, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord (which term shall include, without limitation, any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives, disclosed or undisclosed thereof) ever be personally liable for any such liability. In no event shall Landlord ever be liable for incidental or consequential damages.

26.3 This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located.

26.4 This Lease shall bind and inure to the benefit of the parties and their respective successors and assigns.

26.5 The parties agree that in the event that a judicial interpretation of any of the terms or provisions of this Lease is required, that it is their desire that the court shall not construe the language against either party on the basis, or for the reason, that one party or the other was responsible for the drafting of this Lease.

26.6 The paragraph headings in this Lease are for convenience only, they are not a part of this Lease, they do not in any way limit or amplify the terms and provisions of this Lease, and they should not be used to determine the intent of the parties.

26.7 If any term, covenant, condition or provision of this Lease, or their application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26.8 The relationship between the parties is solely that of Landlord and Tenant, and nothing in this Lease shall be construed as creating a partnership or joint venture between the parties, it being the express intent of Landlord and Tenant that the business of Tenant on the Leased Premises and elsewhere, and the associated good will, shall be and remain the sole property of Tenant.

26.9 Except as expressly provided otherwise in this Lease, any sum owing to Landlord under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the rate equal to the rate of eighteen percent (18%) per annum from the date the same becomes due and payable by the terms and provisions of this Lease until paid.

27. SECURITY DEPOSIT

Contemporaneously with the execution of this Lease, Tenant shall deposit with Landlord the sum of Six Thousand One Hundred Fifty-Five Dollars (\$6,155.00) Dollars as security (which is equal to first month's rent and one additional month's rent minus the initial deposit in the amount of Five Hundred Dollars (\$500.00) deposited with Landlord at the execution of the lease proposal, for a total amount paid of Six Thousand Six Hundred Fifty-Five Dollars (\$6,655.00)). Upon the Rent Commencement Date, half of such deposit shall be applied to the first payment of Fixed Minimum Rent and the remainder to be held as the "Security Deposit") for the full and faithful performance and observance by Tenant of all the covenants, terms and conditions herein contained to be performed and observed by the Tenant. Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or any sum as to which Tenant is in default in respect to any of the covenants, terms or conditions of the Lease. Said sum without interest or any balance thereof, shall be returned to Tenant after the time fixed as the expiration of this Lease, provided that Tenant shall have fully performed all of said covenants, terms and conditions. It is agreed that the Security Deposit is not an advance payment of, or on account of the rent herein reserved, or any part of settlement thereof, or a measure of Landlord's damages, and in no event shall Tenant be entitled to a return or a particular application of said sum or any part thereof, until the end of the term hereby granted. In the event of a sale of the land and building of which the Leased Premises form a part, Landlord shall have the right to transfer the Security Deposit to the purchaser and Landlord shall thereupon be released from all liability for the return of such Security Deposit.

28. GUARANTY OF LEASE

The commencement of this Lease and Landlord's responsibilities under it shall be contingent upon Landlord's receipt of a guaranty of Tenant's monetary and non-monetary obligations from Anthony Loconsolo and Matthew Loconsolo, jointly and severally, in substantially the same form as shown on the attached Exhibit B.

[signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease by their representatives hereunto duly authorized as of the day and year first above written.

WITNESS:

LANDLORD

OSJ OF ROCKLAND MA, LLC

Tracy C. Baran

By: John D. Conforti
Name: John D. Conforti
Its: Manager

TENANT

STEVIEGS RESTAURANT, LLC D/B/A STEVIE G'S

RESTAURANT

MJ
MATTHEW W PERKINS

By: Andrew J. Loconsolo
Name: Andrew J. Loconsolo
Its: Manager

EXHIBIT "A"
Site Plan of Designated Space and Shopping Center

EXHIBIT "B"
Guaranty

G U A R A N T E E

Reference is made to a Lease Agreement dated as of October 15, 2021 (the "Lease"), between OSJ OF ROCKLAND MA LLC, a Massachusetts limited liability company (hereinafter referred to as "Landlord") and STEVIEGS RESTAURANT, LLC D/B/A STEVIE G'S RESTAURANT, a Massachusetts limited liability company (hereinafter referred to as "Tenant"), of certain premises located within a Shopping Center located at 372 Market Street, Rockland, Massachusetts.

In consideration of Landlord having executed the Lease Agreement at the request of Tenant, and in further consideration of One Dollar (\$1.00) and other valuable considerations paid, the receipt whereof is hereby acknowledged, Andrew J. Loconsolo, an individual residing at 61 Lewis Park, Rockland, MA ("Guarantor") hereby jointly and severally unconditionally guarantees to Landlord, its successors and assigns, the payment of the rents (and not merely the collectability of rents) provided for in said Lease during the term of the Lease (and any extensions or renewals thereof) (the "Guarantee Period") and the full and punctual performance and observance of all agreements and conditions contained in said Lease on the part of Tenant to be performed or observed during the Guarantee Period. Guarantor hereby assents to all of the provisions of the Lease and agrees that it shall in no way be released from its obligations under this guarantee by any of the following actions: (1) any assignment of said Lease or any subletting of the demised premises; (2) any waiver of default or any extension of time to cure any default granted by Landlord to Tenant; (3) failure to receive notice of any default under the Lease or any waiver of default or extension of time to cure any default granted by Landlord to Tenant; (4) the release or discharge of Tenant in any creditors' receivership or bankruptcy proceeding; and (5) any alteration of or amendment to the Lease. Guarantor hereby waives notice of non-payment or any other default in the performance or observance of any agreement or condition contained in said Lease on the part of Tenant to be performed or observed.

In addition to all amounts due and owing under the Lease, Landlord shall be entitled to collect from Guarantor all reasonable attorneys' fees and costs incurred by Landlord in enforcing

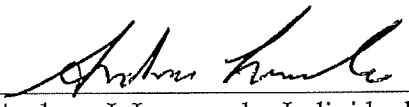
its rights under both the Lease and this Guaranty. In addition, in the event the Tenant either vacates and/or is evicted from the Premises prior to the expiration of the term of the Lease (and any extensions or renewals thereof) Landlord shall also be entitled to collect from Guarantor all Fixed Minimum Rent and Additional Rent through the Term of the Lease (and any extensions or renewals thereof), together with the costs of restoring the Leased Premises in accordance with the provisions of this Lease and Tenant's obligations under the Lease, and also any real estate brokerage commissions due for the unexpired portion of this Lease together with any rent concessions granted to the Tenant prior to the Rent Commencement Date.


Notwithstanding anything contained in this Guarantee to the contrary, it is expressly agreed and understood that in the event that: (a) Tenant occupies the Leased Premises (as defined in the Lease) for at least three (3) years from the Rent Commencement Date (not including occupancy by any other previous tenant/assignor) and thereafter vacates the Leased Premises; (b) Tenant is not in default of any other provisions of the Lease; (c) Tenant executes and delivers to Landlord such documents as Landlord shall require, in form and substance satisfactory to Landlord, in its sole discretion, to evidence Tenant's surrender of its rights under the Lease; and which shall contain provisions stating that Tenant has vacated the Leased Premises and surrendered the same to Landlord in broom clean condition with all of its trade fixtures, equipment and personal property removed therefrom in accordance with the Lease, together with all keys to the Leased Premises (such date that Landlord receives such documents and actual possession of the Leased Premises and all keys shall be known as the "Turnover Date"), and provided that all matters set forth in such documents shall be true, accurate and complete, then Guarantor shall be released from all liability with respect to any obligations of Tenant under the Lease arising or accruing after the Turnover Date, provided, however, that nothing herein shall be construed to amend, modify, terminate or otherwise adversely impact this Guarantee as to those obligations which shall have arisen under the Lease on or prior to the Turnover Date, and Guarantor shall continue to remain liable pursuant to the terms of this Guaranty for (i) all obligations of Tenant which arose or accrued on or prior to the Turnover Date, regardless of whether such liability is asserted prior to or after the Turnover Date and (ii) any liability of Tenant arising out of a breach of any warranty or representation of Tenant under the declaration provided in connection with such turnover. Nothing contained in this paragraph shall in any way be construed or deemed to create any right by Tenant to terminate, cancel and/or surrender the

Lease prior to the expiration of the term of the Lease, it being understood that the provisions of this paragraph shall (1) operate solely to limit the liability of the Guarantor in the event Tenant vacates the Leased Premises prior to the expiration of the term of the Lease in strict accordance with all the terms and conditions thereof, and (2) in no way reduce or limit any of Tenant's obligations or liability under the Lease

This Guarantee is executed for the sole and exclusive benefit of OSJ OF ROCKLAND MA, LLC and its successors and assigns. No other person shall be deemed a third party beneficiary under this Guarantee.


Guarantor has caused this Guarantee to be executed under seal by its officers hereunto duly authorized all as of the 15 day of October, 2021.



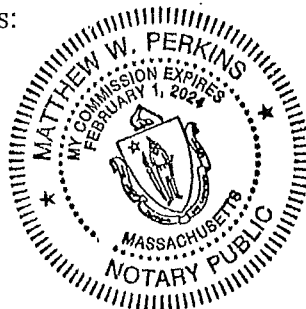
Andrew J. Loconsolo, Individually
SS#: 

STATE OF MASSACHUSETTS
COUNTY OF Plymouth

In Haver MA, on October 15, 2021 before me personally appeared Andrew J. Loconsolo, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.



Notary Public
My commission expires:



OSJ of Rockland MA, LLC
375 Commerce Park Road
No. Kingstown, RI 02852-8420
401-295-2672 (Tel) 401-295-9036 (Fax)

November 1, 2021

Town of Rockland, Massachusetts

Re: 372 Market Street, Rockland, MA (the "Shopping Center")

To Whom it May Concern:

OSJ of Rockland MA, LLC ("OSJ") is the current owner of the above-referenced Shopping Center. OSJ has entered into a Lease Agreement with Stevie G's Restaurant ("Stevie G's") to lease the portion of the Shopping Center formerly occupied by Butterfield's Restaurant and consisting of 3,000 square feet. Stevie G's will operate a restaurant in the Shopping Center.

OSJ currently leases other portions of the Shopping Center to Family Dollar, and also, through one of its affiliates, operates an Ocean State Job Lot in the Shopping Center. The parking lot serving the Shopping Center is available for the non-exclusive use of all tenants, with no dedicated parking for any one tenant.

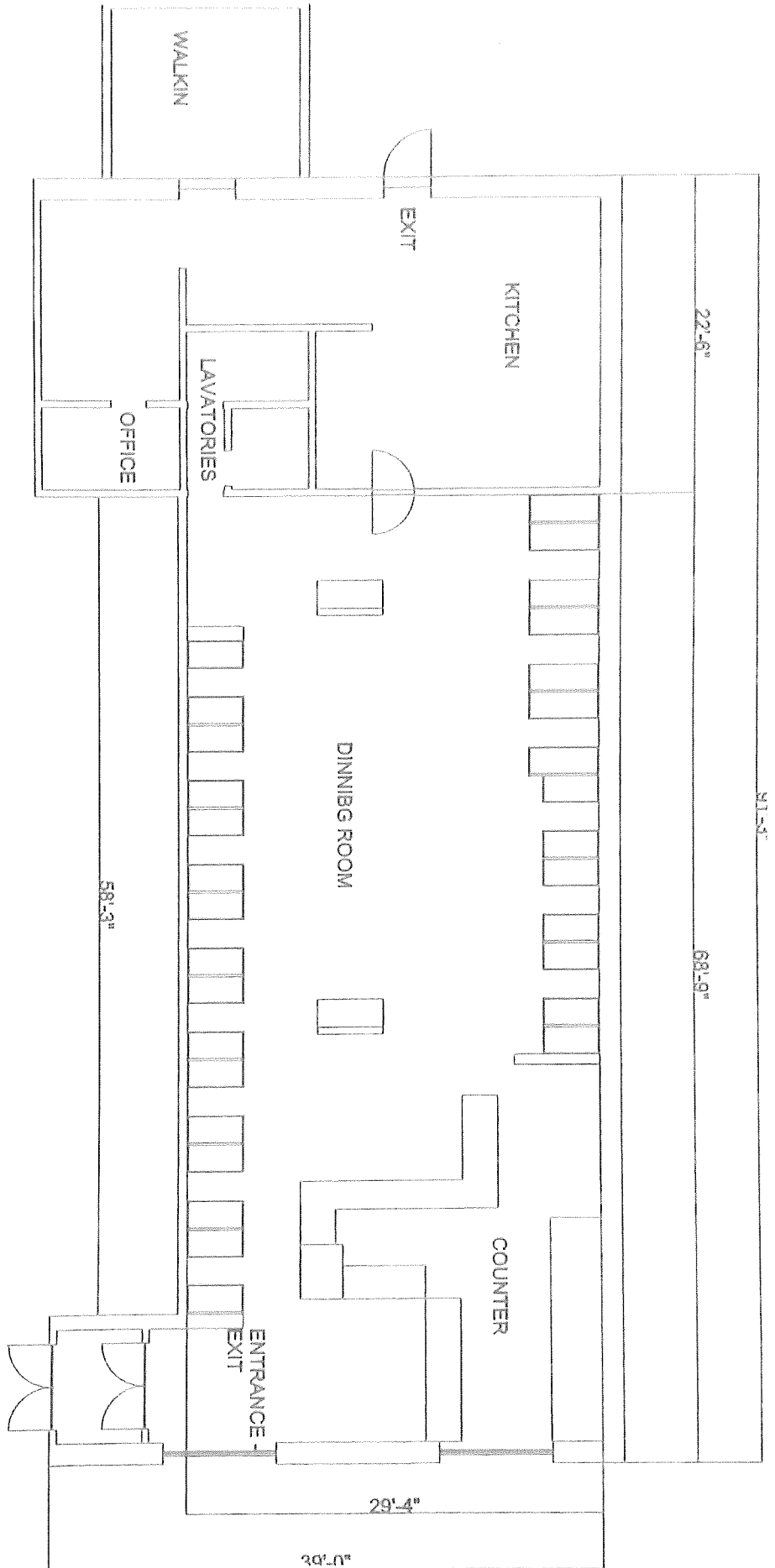
Please contact me with any other questions.

OSJ of Rockland MA, LLC

By: John D. Conforti

Name: John D. Conforti

Its: Chief Financial Officer





TOWN OF ROCKLAND

Board of Assessors


Town Hall
242 Union Street
Rockland, Massachusetts 02370

September 15, 2021

CERTIFIED ABUTTERS LIST OF MAP 46 – PARCEL 150 360-372 MARKET STREET

BOARD – ZBA

REQUIREMENTS – Abutters, next abutter within 300 ft and directly across a public or private street or way.

CERTIFIED BY: 
Christine MacPherson – Senior Administrative Assistant

Parcel ID	Owner	Location	Mailing Street	Mailing City, ST & Zip
46-150	OSJ OF ROCKLAND MA LLC	360-372 MARKET ST	375 COMMERCE PK RD	NO. KINGSTOWN, RI 02852
46-130	DAVID JUDE & SHALIKA S	384 MARKET ST	384 MARKET ST	ROCKLAND, MA 02370
46-131	SPINNEY PAUL A	396 MARKET ST	396 MARKET ST	ROCKLAND, MA 02370
46-133	DUTCHER ERIK B	237 CRESCENT ST	237 CRESCENT ST	ROCKLAND, MA 02370
46-134	COOK LOUIS E	223 CRESCENT ST	223 CRESCENT ST	ROCKLAND, MA 02370
46-135	LYNCH JOSEPH	215 CRESCENT ST	215 CRESCENT ST	ROCKLAND, MA 02370
46-136	GAMBON JOSEPH P & KAREN M LIVE	207 CRESCENT ST	207 CRESCENT ST	ROCKLAND, MA 02370
46-137	MORSE ADAM C & JILL	201 CRESCENT ST	201 CRESCENT ST	ROCKLAND, MA 02370
46-138	MC MENIMON BARRY L & JEAN M TR BARRY L MC MENIMON TRUST	193 CRESCENT ST	9 HUNTS POND LN	ABINGTON, MA 02351
46-139	LAM KIET Q	185 CRESCENT ST	185 CRESCENT ST	ROCKLAND, MA 02370
46-140	SIMKOWSKI PAUL	173 CRESCENT ST	173 CRESCENT ST	ROCKLAND, MA 02370
46-142	GROVER JOHNATHAN	71 HOWARD ST	71 HOWARD ST	ROCKLAND, MA 02370
46-143	DASILVA MARILENE PINEHEIRO	65 HOWARD ST	65 HOWARD ST	ROCKLAND, MA 02370
46-144	WOOSTER DANIEL J & WOOSTER NICOLE M	57 HOWARD ST	57 HOWARD ST	ROCKLAND, MA 02370
46-145	FOTOPOULOS GLORIA A TRUSTEE GLORIA A FOTOPOULOS IRREV TRST	43 HOWARD ST	43 HOWARD ST	ROCKLAND, MA 02370
46-153	LAWN STEPHEN M & KAREN L	36 HOWARD ST	36 HOWARD ST	ROCKLAND, MA 02370
46-154	EVANS JOY C	42 HOWARD ST	42 HOWARD ST	ROCKLAND, MA 02370
46-155	MOLCHAN NICHOLAS J & KRUGGEL MELISSA C	50 HOWARD ST	50 HOWARD ST	ROCKLAND, MA 02370
52-1	HIPN LLC	14 HOWARD ST	189 HATHERLY RD	SCITUATE, MA 02066
52-102	KELLEHER MYRA	379 MARKET ST	379 MARKET ST	ROCKLAND, MA 02370
52-103	DOS SANTOS OSEIAS VALENTE	371 MARKET ST	371 MARKET ST	ROCKLAND, MA 02370
52-104	CICCHESE JOANNE TRUSTEE 359 MARKET ST REALTY TRUST	359 MARKET ST	32 PARTRIDGE WAY	NO. EASTON, MA 02356
52-108	JAYP REALTY LLC DBA ROCKLAND LIQUORS	347 MARKET ST	425 ELM ST	KINGSTON, MA 02364
52-109	DIRENZO DANIEL O TRUSTEE ORESTE REALTY TRUST II	337 MARKET ST	337 MARKET ST	ROCKLAND, MA 02370



TOWN OF ROCKLAND

Board of Assessors

Town Hall
242 Union Street
Rockland, Massachusetts 02370

Planning Boards: Rockland, Abington, Whitman, Norwell, Hanson, Hanover, Hingham & Weymouth:

Rockland Board of Assessors (Notice of decision only)

The above constitutes a complete list of all parties in interest as found in the most recent tax list, pursuant to Chapter 40A, Section 11, of the General Law.